

## SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("Amendment"), being made this 7th day of November, 2006, between JOHN GOMOLISKY ("Lessor"), and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (Lessee"), the Lessor and the Lessee together the "Parties."

WHEREAS, the Parties entered into a Lease Agreement dated June 7, 1996, as amended by a First Amendment to Lease dated September 4, 2002 (collectively the "Lease") for property located at 12250 Wilkins Ave., Rockville, Maryland containing approximately 8,900 square feet of space ("Premises"); and

WHEREAS, the Lease Term expired on June 30, 2006, and

WHEREAS, the Parties desire to amend the Lease to extend the Term of the Lease for five (5) additional years; and

WHEREAS, the Parties mutually desire to amend the terms and conditions of the Lease to reflect the extension of the Term.

NOW THEREFORE, in consideration of the premises and intending to be legally bound hereby, the Parties hereto agree to the following changes and modifications to the Agreement.

1. Unless otherwise set forth in this Second Amendment to Lease, all capitalized terms shall have the same meanings as set forth in the Lease.
2. Paragraph 2 of the Lease shall be deleted in its entirety, and the following language shall be added in lieu thereof:

"Term: The Term of this Lease shall be extended for five (5) years commencing on July 1, 2006 and expiring on June 30, 2011 ("Extended Term")."

3. Paragraph 3 of the Lease shall be deleted in its entirety, and the following language shall be added in lieu thereof:

"Rent: The rent for the period of July 1, 2006 through June 30, 2007 of the Extended Term will be Ninety-Nine Thousand Six Hundred Eighty and 00/100 Dollars (\$99,680) annually, Eight Thousand Three Hundred Six and 66/100 Dollars (\$8,306.66) monthly."

4. Paragraph 4 of the Lease shall be deleted in its entirety, and the following language shall be added in lieu thereof:

"Rent Adjustment: It is agreed between the Parties that the Rent paid by the County as set forth in Paragraph 3 of the Lease, shall be adjusted at the beginning of the second Lease year of the Extended Term, and each Lease year thereafter, based on an increase of three and half percent (3.5%) over the previous Lease Year Rent."

5. Paragraph 8 of the Lease shall be amended by deleting the fourth sentence, found in lines six and seven of the paragraph in its entirety, and adding the following language in lieu thereof:

"A "Major Repair" is defined as any single repair to any of the foregoing building elements that cost in excess of Two Thousand Dollars (\$2,000)"

6. The Parties notice address under Paragraph 30 shall be deleted in its entirety and the following language shall be added in lieu thereof:

"Mail Notices":

LESSOR:

John Gomolisky  
P.O. Box 6131  
Annapolis, Maryland 21461

LESSEE:

Montgomery County, Maryland  
Office of Real Estate  
101 Monroe Street  
10<sup>th</sup> Floor  
Rockville, Maryland 20850

With a copy not to constitute notice to:

Montgomery County, Maryland  
Office of the County Attorney  
101 Monroe Street  
3<sup>rd</sup> Floor  
Rockville, Maryland 20850"

7. Paragraph 29 of the Lease, shall be amended, by deleting the last sentence of the paragraph in its entirety, and adding the following language in lieu thereof:

"If the Lease is terminated as a result of Paragraph 16 (Default) and Paragraph 22 (Non-Appropriation) of the Lease, Lessee shall pay to Lessor, within thirty (30) days of such termination, a lump sum payment of Twelve Thousand Five Hundred Dollars (\$12,500)."

8. The following shall be added as a new paragraph to the Lease:

"31. HVAC Maintenance Contract.

The Lessee at its expense shall maintain at all times a service contract on the HVAC unit(s) serving the Premises. Lessee shall only use a licensed HVAC repair/maintenance contractor. The service contract must provide that the HVAC system shall be professionally inspected and serviced at least twice a year with a minimum of two (2) additional routine service maintenance checks throughout the year for minor repairs and maintenance."

9. The following shall be added as a new paragraph to the Lease:

"32. Lessee's Right of First Negotiation.

At any time during the Extended Term, in the event the Lessor elects to sell the Premises, the Lessor agrees to notify the Lessee of its intent to sell the Premises and the Lessee shall have the exclusive right to negotiate a purchase price with the Lessor for the Premises within one hundred and twenty (120) days from the receipt of written notice. ("Right of First Negotiation"). In the event that the Parties are unable to determine a purchase price within the one hundred and twenty (120) day period, the Lessor shall have the right upon the expiration of the one hundred twenty (120) day period to open negotiations to a third party, and the Lessee's Right of First Negotiation shall be null and void and no further force and effect. Expiration of the one hundred and twenty (120) day period shall not prevent the Parties from further negotiation for the sale of the Premises between the Parties."

10. This Second Amendment to Lease is incorporated into the Lease and shall be deemed a part thereof

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to Lease Agreement to be properly executed.

WITNESS:

LESSOR:

**JOHN GOMOLISKY**

By: 

By: 

Date: 11-1-06

WITNESS:

LESSEE:

**MONTGOMERY COUNTY, MARYAND**

By: 

By: 

**Joseph F. Beach,**

**Assistant Chief Administrative Officer**

Date: 11/7/06

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: 

By: 

**Cynthia L. Brenneman, Director**

**Office of Real Estate**

Date: 10/20/2006

Date: 10/6/06